



**Sean Rogan**  
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION  
of the County of Los Angeles**

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**Gloria Molina  
Mark Ridley-Thomas  
Zev Yaroslavsky  
Don Knabe  
Michael D. Antonovich**  
Commissioners

May 06, 2014

The Honorable Board of Commissioners  
Community Development Commission  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

2-D May 6, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Commissioners:

**APPROVE THE PURCHASE OF COMMVAULT SOFTWARE FROM CDW GOVERNMENT LLC  
(ALL DISTRICTS) (3 VOTE)**

**CIO RECOMMENDATION: ( X ) APPROVE**

**SUBJECT**

This letter is requesting approval to purchase CommVault Software from CDW Government LLC, to provide backup solution software for the Community Development Commission. The new software will meet all backup needs throughout the organization.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the purchase of CommVault Software through CDW Government LLC (CDW-G) is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.
2. Authorize the Executive Director, or his designee, to execute, amend, and if necessary terminate a Purchase Agreement (Agreement) and all related documents with CDW-G, for backup solution software and associated implementation services, using up to \$288,303 included in the Community Development Commission's (Commission) approved Fiscal Year 2013-2014 budget for this purpose.
3. Authorize the Executive Director, or his designee, to extend the term of the Agreement by up to four additional years, in one year increments, at an annual cost of \$32,137.65 for support and maintenance.
4. Authorize the Executive Director, or his designee, to use up to an additional ten percent per year

for unforeseen costs as needed; the total maximum contract sum for the first year, the four option years and the ten percent contingency is \$458,540.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to purchase the CommVault software solution through CDW-G to meet the Commission's backup needs.

The Commission has outgrown the current backup software solution due to technology changes and data growth. The Commission is now 98% virtual, and the current backup solution does not have the capability of restoring the virtual environment, or meeting the current time window. The purchase of the new software will allow the Commission the ability to backup the virtual environment, restore virtual servers in case of a disaster, and provide deduplication capabilities to reduce data size and meet the current time window needs.

### **FISCAL IMPACT/FINANCING**

There is no impact on the County General Fund. The Agreement will be funded with \$288,303 included in the Commission's budget for the software, support, and maintenance for the first year. If extended, the costs for support and maintenance will be \$32,137.65 per year for up to four additional years. A 10% contingency of \$41,686 is being set aside for additional services, if needed, over the full term of the Agreement.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Chief Information Office (CIO) has reviewed this request and recommends approval. The CIO Analysis is attached (Attachment A). The Agreement and Statement of Work have been reviewed by County Counsel, and are attached in substantially final form (Attachment B).

### **ENVIRONMENTAL DOCUMENTATION**

Computer software purchases are exempt from the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (b)(3), because they involve activities that will not have a physical impact on or result in any physical changes to the environment. These activities are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

### **CONTRACTING PROCESS**

The CommVault software will be purchased under the National Intergovernmental Purchasing Alliance (National IPA) Technology Solutions Agreement (#130733). The National IPA Technology Solutions Agreement was a formal Request for Proposals led by the City of Tucson, Arizona's Department of Procurement, and awarded in May 2013 to offer the lowest prices possible for state and local government entities, public and private primary, secondary, and higher education entities, non-profit entities, and agencies for the public benefit customers in the United States. The City of Tucson (City), as the Principal Procurement Agency, has partnered with National IPA to generate the resultant Master Agreement (Cooperative Agreement). The Commission reviewed the City's

procurement process to determine compliance with the Commission's procurement requirements and 24 Code of Federal Regulations 85.36 known as the "Common Rule" for U.S. Department of Housing and Urban Development (HUD) funded projects and services.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The purchase of the CommVault software will improve the efficiency of Commission business processes and maximize the return on the Commission technology investments. The backup software will reduce administrative costs and provide future disaster recovery capabilities.

Respectfully submitted,



SEAN ROGAN  
Executive Director



RICHARD SANCHEZ  
Chief Information Officer

SR:MF:mr

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors



RICHARD SANCHEZ  
CHIEF INFORMATION OFFICER

Office of the CIO  
**CIO Analysis**

NUMBER:	DATE:
<b>CA14-06</b>	4/2/2014

SUBJECT:

**APPROVE THE PURCHASE OF COMMVAULT SOFTWARE  
FROM CDW-GOVERNMENT LLC**

RECOMMENDATION:

☒ Approve ☐ Approve with Modification ☐ Disapprove

CONTRACT TYPE:

☒ New Contract ☐ Sole Source  
☐ Amendment to Contract #: Enter contract #. ☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☒ Software ☐ Hardware  
☐ Telecommunications ☐ Professional Services

SUMMARY:

Department Executive Sponsor: Sean Rogan, Executive Director, Community Development Commission

Description: Community Development Commission (Commission) is requesting approval for the purchase of CommVault software to provide a backup solution for the Commission.

Contract Amount: \$458,540

Funding Source: U.S. Dept of Housing and Urban Development (HUD)

☐ Legislative or Regulatory Mandate ☐ Subvened/Grant Funded:

**Strategic and  
Business Analysis**

PROJECT GOALS AND OBJECTIVES:

The purchase of CommVault backup software will allow the Commission to backup the virtual server environment, restore virtual servers in case of a disaster, provide deduplication capabilities to reduce data size, and meet the current backup time window needs.

BUSINESS DRIVERS:

CommVault software addresses the need to meet the Commission's backup time window, to provide for data growth, and to backup and restore its virtual server environment.

PROJECT ORGANIZATION:


CommVault software will be installed by the Commission's Information Technology Section. CommVault is an industry standard backup software solution; no problems are anticipated with the installation.

APPROVE THE PURCHASE OF COMMVAULT SOFTWARE FROM CDW-GOVERNMENT LLC CA14-06

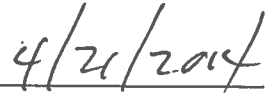
	<p>PERFORMANCE METRICS:</p> <p>CommVault software is top rated by Gartner and Info-Tech Research Group for enterprise information archiving and will meet the Commission's backup window time.</p>										
	<p>STRATEGIC AND BUSINESS ALIGNMENT:</p> <p>This purchase supports County's Strategic Plan Goal 1 – Operational Effectiveness. It is also in alignment with the Commission's business objectives, and the CIO's Strategic Directions; particularly in the area of infrastructure modernization.</p>										
	<p>PROJECT APPROACH: N/A</p>										
	<p>ALTERNATIVES ANALYZED:</p> <p>CommVault was selected via the National Intergovernmental Purchasing Alliance Technology Solutions Agreement. The Commission reviewed the procurement process to ensure that it met HUD's Common Rule (24 CFR 85.36) for HUD projects.</p>										
<b>Technical Analysis</b>	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>CommVault is a standard backup software solution; no problems are anticipated with the installation.</p>										
<b>Financial Analysis</b>	<p>BUDGET:</p> <p>Contract costs</p> <table> <tr> <td>One-time costs:</td><td></td></tr> <tr> <td>Software .....</td><td>\$ 288,303</td></tr> <tr> <td>Software Maintenance Years 2-5...</td><td>\$ 128,551</td></tr> <tr> <td><b>Sub-total Contract Costs:</b></td><td><b>\$ 416,854</b></td></tr> <tr> <td><b>Pool Dollars: .....</b></td><td><b>\$ 41,686</b></td></tr> </table> <p><b>Total Contract costs: \$ 458,540</b></p> <p>Funding is included in the Commission's Fiscal Year (FY) 2013-14 Adopted Budget.</p>	One-time costs:		Software .....	\$ 288,303	Software Maintenance Years 2-5...	\$ 128,551	<b>Sub-total Contract Costs:</b>	<b>\$ 416,854</b>	<b>Pool Dollars: .....</b>	<b>\$ 41,686</b>
One-time costs:											
Software .....	\$ 288,303										
Software Maintenance Years 2-5...	\$ 128,551										
<b>Sub-total Contract Costs:</b>	<b>\$ 416,854</b>										
<b>Pool Dollars: .....</b>	<b>\$ 41,686</b>										
<b>Risk Analysis</b>	<p>RISK MITIGATION:</p> <p>The risk associated with the installation of standard software is minimal. The Chief Information Security Officer (CISO) has reviewed the request and did not identify any IT security or privacy related issues.</p>										

**CIO Approval**

PREPARED BY:



James Hall, Sr. Associate CIO



Date

APPROVED:



Richard Sanchez, Chief Information Officer



Date

Please contact the Office of the CIO (213.253.5600 or [info@cio.lacounty.gov](mailto:info@cio.lacounty.gov)) for questions concerning this CIO Analysis. This document is also available online at <http://ciolet.net.lacounty.gov/>

ATTACHMENT B

Piggy-back Purchase Agreement ("**Agreement**" or "**Contract**")

dated as of **April 29, 2014** ("**Effective Date**")

Between

**Community Development Commission of the County of Los Angeles**

("Customer" or "Commission")

And CDW Government LLC ("**Supplier**" or "**Contractor**")

referencing the Contractual Agreement for Information Technology including desktops, notebooks, servers, software, peripherals and services Dated August 18, 2013 (the "**Parent Contract**")

Between CDW Government LLC ("**Supplier**" or "**Contractor**")

And the City of Tucson, Arizona ("**Principal Procurement Agency**")

Administered by National Intergovernmental Purchasing Alliance Company ("**National IPA**").

The terms and conditions of this Agreement shall incorporate the Parent Contract, except to the extent expressly provided herein. Each capitalized term used herein and not otherwise defined shall have the same meaning attributed to it in the Parent Contract. If there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the Parent Contract, this Agreement shall govern.

The following terms and conditions are expressly modified for this Agreement:

**1. TERM**

Subject to the termination or expiration of the Parent Contract:

This Contract shall commence on the Effective Date and shall remain in full force and effect for two (2) months ("**Initial Term Period**"), unless sooner terminated as provided herein or until all orders under Attachment A has been fulfilled. All orders are subject to product availability. This Contract may be extended in one-year increments, for a total of four (4) additional years as mutually agreed to by the Parties in writing.

**2. CONTRACTOR'S RESPONSIBILITIES**

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's Executive Director, all the work required to procure the products, services, and/or Third Party Services described in the attached Statement of Work (Architecture Design Service - REQ21327 and Implementation Services-REQ21329), Quote #DTNT082 and Fee Schedule.

**3. COMPENSATION**

The Contractor shall submit to the Commission upon shipment and services rendered, an invoice on a form approved by the Commission for in the orders fulfilled under Attachment A, Statement of Work. Upon receipt and approval, the Commission will pay the Contractor within thirty (30) days of receipt of the invoice. The total amount of compensation under this Contract will not exceed Four Hundred Fifty-Eight Thousand Five Hundred Thirty-Nine Dollars and Eighty-Eight Cents (\$458,539.88), which shall include all related expenses.

The Contractor shall be paid in accordance with the Commission's standard accounts payable system, which shall be no more than the thirty (30) day payment term.

The Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service under this Agreement provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall promptly notify the Commission and shall promptly repay all such funds to the Commission. Payment by the Commission for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

#### **4. SOURCE AND APPROPRIATION OF FUNDS**

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission will notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

#### **5. TERMINATION FOR IMPROPER CONSIDERATION**

The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall promptly report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **6. ASSIGNMENT BY CONTRACTOR**

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Contractor may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Contractor; provided, however, that the Commission provides Contractor with advance written notice of such assignment. Shareholders,



partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

## **7. CONFIDENTIALITY OF REPORTS**

The Contractor shall establish and maintain procedures and controls that are acceptable to the Commission for the purpose of assuring that no information contained in its records or obtained from the Commission or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the Commission. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the Commission.

## **8. SUBCONTRACTING**

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Commission.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

## **9. INSURANCE**

Without limiting Contractor's duties to indemnify and defend as provided in this Contract, Contractor shall procure and maintain, at Contractor's sole expense, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Approved Surplus Line Insurers (hereinafter "LASLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in A.M. Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance evidencing the insurance coverage required and no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by Contractor's insurance broker. Contractor shall provide Commission with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Commission reserves the right

to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and all deductible amounts must be provided in advance to the Commission for its approval. Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will defend, indemnify and hold harmless the Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Contractor shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance must include additional insured endorsements must include the following identifier:

### **CDW Government LLC**

The insurance policies set forth herein shall be primary insurance and non contributory with respect to the Commission. The insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Commission's sole discretion, constitute a material breach of this Contract pursuant to which the Commission may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Contractor to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Contractor or the insurance carrier.

When Contractor, or any entity with which Contractor contracts, is naming the Commission as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in the Commission's sole and absolute discretion, It may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.

The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) including coverage for bodily injury, personal injury, property damage, and contractual liability with limits of not less than the following:

General Aggregate .....	\$2,000,000
Products/Completed Operations Aggregate .....	\$2,000,000

Personal and Advertising Injury.....	\$1,000,000
Each Occurrence .....	\$1,000,000

The Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Public Agencies and their Agents"), shall be included as additional insureds for contractor's work on such policy.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with a limit of liability of not less than \$50,000 for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the Public Agencies and their Agents. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident .....	\$1,000,000
Disease-policy limit .....	\$1,000,000
Disease-each employee .....	\$1,000,000

- D. PROFESSIONAL LIABILITY INSURANCE, appropriate to the professional's profession in an amount not less than One Million Dollars (\$1,000,000) for each claim and Two Million Dollars (\$2,000,000) aggregate. Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. If Contractor is not providing professional services, then it is the responsibility of Contractor to obtain separate written approval from the Commission to eliminate this professional liability insurance requirement.

The Contractor agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the property or project that is the subject of this Contract.

# 10. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to Contractor's willful misconduct or negligent acts, errors, or omissions during the performance of services hereunder, except to the extent caused by the sole negligence or willful misconduct of Commission, Housing Authority, or County. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, Housing Authority, and County, as applicable to each of them.

# 11. COMMISSION'S QUALITY ASSURANCE PLAN

The Commission will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Commission determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Contractor. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Contract, pursuant to Paragraph 13 or 15, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

## **12. TERMINATION FOR CONVENIENCE**

The Commission reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

## **13. TERMINATION FOR CAUSE**

This Contract may be terminated by the Commission upon written notice to the Contractor for just cause (failure to perform any material term or conditions hereunder satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail substantially perform all or any material portion of the work to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Commission within the time specified in such notice (which shall be no less than thirty (30) days), the Commission shall have the power to suspend or terminate this Contract in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Commission. Should the Contractor fail to comply with the terms of this Contract within thirty (30) days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate this Contract in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts,

or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination; provided, however, that Contractor does not cure the violation within such time period.

**14. CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Commission Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**15. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO Commission's CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Commission under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Commission may terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Commission Policy.

**16. POST MOST WANTED DELINQUENT PARENTS LIST**

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Commission's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

**17. INDEPENDENT CONTRACTOR**

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Contractor.

**18. EMPLOYEES OF CONTRACTOR**

*Workers' Compensation:* The Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Contract.

*Professional Conduct:* The Commission does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Contractor's employees, agents or subcontractors providing services for the Commission. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

## **19. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA**

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

## **20. SAFETY STANDARDS AND ACCIDENT PREVENTION**

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

## **21. COMPLIANCE WITH LAWS**

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-46, inclusive.

## **22. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)**

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**23. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**24. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

**25. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)**

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**26. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM**

A. In the event of on-site Services performed by Contractor or by use of a local subcontractor, should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

B. In the event that both laid-off County Employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**28. FEDERAL LOBBYIST REQUIREMENTS**

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.



Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

**29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**30. USE OF RECYCLED-CONTENT PAPER PRODUCTS**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

**31. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, recommend that the Contractor be debarred from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.
- C. The Commission may recommend that the Board of Commissioners debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, recommend that the Board of Commissioners reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and sub-consultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

### **32. COMPLIANCE WITH JURY SERVICE PROGRAM**

- A. Unless the Contractor has demonstrated to the Commission satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less

than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission, Housing Authority, or County or a subcontract with a Commission, Housing Authority, or County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission, Housing Authority, or County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission or County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Commission if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Commission's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Commission, Housing Authority, or County contracts for a period of time consistent with the seriousness of the breach.

### **33. ACCESS AND RETENTION OF RECORDS**

The Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Contract. Notwithstanding the foregoing, the Commission may not perform an audit more than once during each twelve (12) month period during the contract term and retention period.

### **34. CONFLICT OF INTEREST**

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

**35. SEVERABILITY**

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**36. INTERPRETATION**

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

**37. WAIVER**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

**38. PATENT RIGHTS**

The Commission will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

**39. COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Commission and the Commission holds all the rights to said data that is considered Commission's Confidential Information.

**40. WORK PRODUCT & THIRD PARTY INTELLECTUAL PROPERTY**

Notwithstanding the foregoing, unless an item is identified as a "Deliverable" in capitalized terms under the applicable Statement of Work, Contractor will own all right, title and interest in and to Pre-existing Work (meaning materials and work product that existed prior to the creation of any Deliverable and that was not, prior to Contractor's commencement of Services owned by the Commission) and Contractor Utilities (meaning materials and work product that was created and

discovered during the course of the Contract, including, but not limited to, processes, formulae, techniques, know-how, data, designs, proprietary tools, etc., but not including the Commission's Confidential Information). Upon payment in full, Contractor grants to the Commission a non-transferable, non-exclusive, royalty-free, perpetual, irrevocable, and fully paid license to use them for the Commission's internal purposes. Commission further acknowledges that use of third party intellectual property may be subject to the rights of third parties and limited by license agreements provided by such third party.

#### **41. NOTICES**

The Commission shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission:           Matthew Fortini, Director  
Community Development Commission of the County of Los Angeles  
700 W. Main Street, Alhambra, CA 91801

The Contractor:           General Counsel  
CDW Government  
230 North Milwaukee Avenue, Vernon Hills, IL 60061

With a copy to:           Director, Program Sales  
CDW Government LLC  
2 Corporate Drive, Suite 800, Shelton, CT 06484

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

#### **42. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **43. CONTRACTOR'S ACKNOWLEDGMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission's policy

to encourage all Commission Contractors to voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

**44. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Commission seeks to ensure that all Commission contractors that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

**45. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals and businesses that benefit financially from the Commission through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

**46. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Commission may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

**47. AUTHORIZATION WARRANTY**

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

Term: begins on execution date of this Piggy-back Agreement and is terminated concurrently with Parent Contract.

Except as specifically modified herein, all other terms and conditions of the Parent Contract shall remain in full force and effect. This Agreement in no way modifies or alters the Parent Contract for the contracting parties identified therein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date and year set forth below.

**CDW Government LLC**

By: \_\_\_\_\_  
(Authorized signature)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# STATEMENT OF WORK

<b>Project Name:</b>	V10 Upgrade – Architecture Design Service	<b>Seller Representative:</b> Richard Adams 805-559-0563 richada@cdwg.com
<b>Customer Name:</b>	Community Development Commission Of The County Of Los Angeles	
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>SOW Effective Date:</b>	February 28, 2014	<b>Solution Architect:</b> Bob Carapezzi
<b>Version:</b>	1.1	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into this February 28, 2014 (the “**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**”, “**Seller**” and “**we**”) and Community Development Commission Of The County Of Los Angeles (“**Customer**” and “**you**”).

## PROJECT DESCRIPTION

### PROJECT SCOPE

Provider will provide assessment and optimization services at the location set forth in the Exhibit (“Customer Designated Locations”):

Provider’s Solutions Architect will work closely with Customer to complete an Architecture Design (Small).

### PROJECT MANAGEMENT

Provider project manager provides remote project and technical leadership for this engagement and will work with Customer personnel in the Customer-designated locations. The project manager directs the tactical activities of Provider personnel associated with this effort. Additionally, this resource liaises directly with Customer project leaders or project office to advise on project status and escalate project issues.

Environmental Components	
Datacenter Locations	1 Datacenter – Alhambra CA
Existing Environment	Backup Exec
Existing Infrastructure	1 Master server, 1 data mover, Dell ML6000 (6 drives-LTO-3), 6 windows servers, 50 DLO, 18 ESX (127 guests), ~35 TB to be protected
Databases	None, all DBs are flat file backed up
Devices in Use	EMC VNX
Other configurations	VSA wanted, DLO



## ARCHITECTURE AND DESIGN

The Architecture Design follows a standard set of objectives shown below. Each phase will be tracked for progress to ensure that the project stays on target. Provider will work with Customer's project management team if applicable to provide status updates as needed. The project is estimated to be approximately 3 to 4 weeks in duration.

The table below outlines the objectives and an overview of activities associated with each objective of the project.

Project Objectives	Activities
Project Kickoff Duration: 1- 2 hours	<ol style="list-style-type: none"><li>1. Set expectations for the project schedule</li><li>2. Introduce Provider and Customer resources</li><li>3. Agree on project time commitments.</li><li>4. Create and distribute project workshop schedule to identify the required participants.</li><li>5. Set date for the workshop</li><li>6. Complete pre-workshop discovery data collection activities</li></ol>
Discovery Duration: 1 week	<ol style="list-style-type: none"><li>1. Gather information from Customer's environment in preparation for the workshop including:</li><li>2. Storage</li><li>3. Data protection</li><li>4. Architectural drawings</li><li>5. Capacities</li><li>6. Interview Customer's team members on existing backup environment, future initiatives and current state</li><li>7. Prepare for workshop session</li></ol>
Workshop Duration: 2 days	<ol style="list-style-type: none"><li>1. Provide onsite resources to help facilitate data management, archiving policy, and operational management discussions</li><li>2. Provide insight into current market trends and processes.</li><li>3. Review Business Objectives and Critical Success Factors for the engagement</li><li>4. Conduct a Technical Data Protection Assessment</li><li>5. Conduct an Operational Data Protection Assessment</li><li>6. Build an Operational Efficiency Action Plan</li><li>7. Provide recommendations on how Customer can improve their Data Management, Storage, Virtual Server Environment, and Reporting capabilities through automation</li><li>8. Conduct a whiteboard session to rationalize suggestions on various ways to exploit next generation technologies to gain technical and operational efficiencies within selected areas</li></ol>
Analysis Duration: 1 week	<ol style="list-style-type: none"><li>1. Analyze the collected information and workshop outcome</li><li>2. Work with Customer team to discuss any outstanding questions or data collection</li><li>3. Build list of key findings and recommendations</li><li>4. Create future state architecture specification.</li></ol>
Final Presentation Duration: 1 week	<ol style="list-style-type: none"><li>1. Build executive presentation</li><li>2. Schedule final presentation</li><li>3. Conduct final presentation</li><li>4. Validate next steps</li></ol>

Project Objectives	Activities
	5. Transition deliverable materials

## CUSTOMER RESPONSIBILITIES

1. Customer will identify specific personnel authorized to engage onsite engineering support for Provider. Based on instruction from such personnel, Provider will coordinate and complete onsite engineering services.
2. Customer is responsible for the policy and strategic implementation decisions, such as setting control parameters, data movement schedules and data retention rules.
3. The tasks to be performed in this Statement of Work cannot be properly performed without Customer's active involvement and assistance.
4. Customer is solely responsible for:
  - a. The protection of its legacy data during the performance of the services, to include such tasks as the management of offsite media storage, provision of scheduling for restore / disaster recovery Testing;
  - b. Any policy and strategic implementation decisions, such as data retention rules.
5. Provider will use all reasonable efforts to facilitate the engagement; completing tasks consecutively and without undue interruption. Once Provider and Customer have agreed to, and scheduled, the tasks to be performed under this Statement of Work, any failure of Provider to perform the tasks for which Provider is responsible that is caused, either directly or indirectly, by Customer's failure to have sufficient resources available or to provide prompt and reasonable assistance on the agreed to engagement date(s), will result in additional costs and / or alternate scheduling of resources to complete such tasks. Provider will make reasonable efforts to mitigate these costs, including making reasonable efforts to provide advance notice if Provider expects to experience downtime.
6. Customer agrees to provide resources necessary to facilitate this engagement. Customer acknowledges that the success of this engagement is dependent upon completion of these tasks and any delays in completing these tasks may adversely impact the engagement's outcome. Provider, upon prior written notice to and consultation with Customer, reserves the right to delay or postpone the Services if, for any reason, the Customer site is not prepared for onsite engineering, and this lack of preparation adversely impacts the engagement's outcome.
7. Customer will provide a dedicated Customer Technical Resource is requested to work with the Consulting Engineer during the course of the work completed.
8. Customer will provide all necessary documentation (scripts and logins) that relate to the access of each server and / or workstation involved in this project;
9. Supply a designated work area for the Consulting Engineer, to include a desk, chair, telephone, and network access (guest or local) and login;
10. Customer will supply Data Center access to the Consulting Engineer in the form of a swipe card, escort, or keyed access to the server room(s) in each Data Center location;
11. Customer will complete the Provider's Pre-Engagement Questionnaire as electronically provided to Customer Primary project contact. Services are not scheduled until this online Questionnaire is completed and returned to Provider.
12. Prior to the start of any services associated with this engagement, Provider's Consulting Engineer will complete an initial validation of the environment to confirm engagement readiness. This review will be completed offsite;
13. Customer personnel, only, will complete the following outlined tasks:
  - a. Storage Target (disk / tape) connectivity per Provider specifications available at documentation.Provider.com at each Data Center location for connection to the Provider MediaAgent(s);
  - b. Server HBA installation for Provider MediaAgent(s);
  - c. Physical connection of tape and disk devices to the MediaAgent(s) at each Data Center;

- d. Installation of tape media in tape libraries / drives AND / OR formatting of disk volumes associated with Provider Magnetic Libraries at each site;
  - e. Provision of Domain Administrator access to the CommServe(s), MediaAgent(s), iDataAgent(s) at each Data Center.
14. All network-related issues for Customer's primary LAN / WAN network will be remanded to Customer's Network Administration group for resolution.

## PROJECT ASSUMPTIONS

- 1. Provider project management tasks will be performed remotely.
- 2. There are no known gross defects with the media and hardware associated with the solution proposed by the Provider.
- 3. Customer will have contracted for hardware installation support or have completed the effort of upgrading or installing new high performance equipment in support of the new Commvault environment. Customer agrees this work will be completed prior to the start of any software integration effort associated with this engagement.
- 4. All applicable site preparation has been performed prior to the installation of any new software and hardware components in each site. This includes, but is not limited to local and Wide Area Network access, electrical requirements cabling and appropriate service area floor space. These infrastructure elements for this project remain the responsibility of Customer.
- 5. Customer will provide the Provider with a formal request for resources, through contact with the Account Manager, If any new, unique project that may arise during the course of the completion of this engagement;
  - a. **Example:** Requirement to format and provide access to SAN-attached or network-attached storage and zoning of said storage to MediaAgent(s) is a new, unique project.
- 6. Provider cannot be responsible for delays in the provision of the defined services stemming from lack of access to host(s), Data Center(s), or personnel deemed critical to the completion of the engagement. Substantial delays in effort will be noted by the Consulting Engineer to the Customer's designated Project Contact and appropriate Provider management; and,
- 7. Customer's designated Project Contact will be responsible for ensuring the availability of its personnel to be in attendance through the course of this engagement to ensure knowledge transfer from the Consulting Engineer to its technical and operations personnel;
  - a. **Note:** Knowledge transfer is specific to CommVault software functionality. Knowledge transfer regarding hardware functionality (disk array GUI, library CAPs, etc.) are outside the scope of this engagement.
- 8. Each day of service provided to Customer in the completion of services outlined in this SOW is a unique and individually recognizable event to be signed-off on by Customer and recognized using one or more of Provider's Billable Activity Record(s) ("CBAR(S)"), attached as Exhibit A.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## ITEM(S) PROVIDED TO CUSTOMER

The following will be provided to Customer by the completion of this project.

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Executive Presentation	Final findings and recommendations presentation, including: <ul style="list-style-type: none"> <li>Existing infrastructure review</li> <li>Summary of current state</li> <li>High level diagrams of current infrastructure</li> <li>Proposed Provider solution</li> <li>High level diagrams of Provider-required infrastructure</li> <li>Detailed hardware and software requirements</li> <li>Operational efficiency recommended action plan</li> <li>Infrastructure automation</li> <li>Operational efficiency prioritization</li> </ul>	PPT
Final Document	Executive summary <ul style="list-style-type: none"> <li>Introduction</li> <li>Key findings</li> <li>Key recommendations</li> <li>Existing infrastructure review</li> <li>Proposed Provider solution</li> <li>Operational efficiency recommended action plan</li> <li>Roadmap and next steps</li> </ul>	MS Word

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 2**Error! Not a valid bookmark self-reference.**).

The Total Estimated Services Fees of \$23,808.50 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 21 nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 2 – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Installation Core Configuration – Per Day	\$2,587.50	3	\$7,762.50
Remote only Professional Services – Per Day	\$1,656.00	7	\$11,592.00
Project Manager – Per Hour	\$155.25	8	\$1,242.00
Remote Deployment of Simpana – Per Day	\$2,277.00	1	\$2,277.00
Travel and Expenses – Per Day	\$467.50	2	\$ 935.00
<b>Estimated Totals</b>		<b>21</b>	<b>\$23,808.50</b>

The rates presented in Table 2 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

## EXPENSES

Seller will invoice Customer for Seller’s reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

## PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("**Customer Components**").
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right to invoice Customer for any time Seller's thereby idled or reassigned personnel would have spent on the project (calculated according to the rates specified under Professional Services Fees).
3. Seller may invoice Customer for any additional or different services prompted by Customer's inability to timely provide the Customer Components.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer will maintain the confidentiality of all Seller personnel information.
6. When Services are performed at a Customer-Designated Location, the site will be secure; Seller is not responsible for lost or stolen equipment.
7. Either Party have the right to terminate this SOW upon at least fourteen (14) days' advance written notice to the other Party.
8. CUSTOMER ACKNOWLEDGES THAT THE SERVICES TO BE PROVIDED HEREUNDER WILL NOT CUSTOMIZE OR ALTER THE VALUE OR FUNCTIONALITY OF THE SOFTWARE PRODUCTS LICENSED FROM PROVIDER AND NO DEVELOPMENT ACTIVITY WILL BE INCLUDED AS PART OF THESE SERVICES. ACCEPTANCE OF THE SOFTWARE LICENSES AND PAYMENT OF ANY LICENSE FEES OR MAINTENANCE FEES DUE IN CONNECTION WITH THE PURCHASE OF A LICENSE FOR THE PRODUCTS ARE NOT CONTINGENT UPON THE PERFORMANCE BY PROVIDER OF THE SERVICES. Any references to pilots, projects, function and acceptance tests, deliverables, enhancement and customization tasks and any other like terms, shall solely be in the context of the delivery of professional services and shall not have a bearing on the separate and unconditional acceptance of software.

# SOW TERMS AND CONDITIONS

## CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person. The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available.

The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of receipt. Any objections to an invoice must be made to the Seller Contact Person within fifteen (15) days after the invoice date.

## EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date written on its cover page, and then signed by Seller, except as otherwise agreed by Seller.

## CHANGE ORDERS

This SOW may be modified or amended only in a writing drafted by Seller, generally in the form provided by Seller and signed by both Customer and Seller ("**Change Order**"). Each Change Order will be of no force or effect until signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date on its cover page and then signed by Seller, except as otherwise agreed by Seller.

In the event of a conflict between the terms and conditions set forth in a fully-executed Change Order and those set forth in this SOW or a prior fully-executed Change Order, the terms and conditions of the most recent fully-executed Change Order shall prevail.

## MISCELLANEOUS AND SIGNATURES

This SOW shall be governed by the City of Tucson Contract for Informational Technology Solutions Including desktops, notebooks, servers, software, peripherals and services with CDW Government LLC administered by National IPA dated the 18th day of August, 2013 (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

In acknowledgement that the parties below have read and understood this SOW and agree to be bound by it, each party has caused this SOW to be signed and transferred by its respective authorized representative.

### **CDW Government LLC**

By: \_\_\_\_\_  
*signature*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

#### ***Mailing Address:***

200 N. Milwaukee Ave.  
Vernon Hills, IL 60061

### **Community Development Commission of the County of Los Angeles**

By: \_\_\_\_\_  
*signature*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

#### ***Mailing Address:***

Street: \_\_\_\_\_  
City/ST/ZIP: \_\_\_\_\_

#### ***Billing Contact:*** \_\_\_\_\_

Street: \_\_\_\_\_  
City/ST/ZIP: \_\_\_\_\_

- ☐ A purchase order for payment under this SOW is attached.  
☐ A purchase order is not required for payment under this SOW.

Seller Services Manager \_\_\_\_\_



## EXHIBIT A.

COMMVAULT BILLABLE ACTIVITY REPORT(CBAR)	
CUSTOMER NAME:	
SALES ORDER NUMBER:	SELECT SKUS THAT APPLY: ( ) IC-CONSDP ( ) IC-CONSADV ( ) BC-RSE-10 ( ) BC-RSE-20
DATE OF COMPLETION (Last Workday):	CUSTOMER PROJECT #:

Day	Date	Consulting Engineer	Work Site / Site Contact
Day 1			
Day 2			
Day 3			
Day 4			
Day 5			
Day 6			
Day 7			
Day 8			
Day 9			
Day 10			
			Total Number of Days:

Customer Acceptance
The signature below confirms that the above total number of days have been delivered to the agreed upon level of quality and completion by the listed Consulting Engineer. I am authorized to accept this effort as complete.

Client:	
Print Name	Print Title
Signature	Date

## EXHIBIT B.

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Table 2 – Customer-Designated Locations

Location(s)	Service(s)		
LA County Community Development Commission Site 1 700 W. Main Street, Alhambra, CA 91801	<input checked="" type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design	<input type="checkbox"/> Implementation <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work

# STATEMENT OF WORK

<b>Project Name:</b>	V10 Upgrade – Implementation Services	<b>Seller Representative:</b> Richard Adams 805-559-0563 richada@cdwg.com
<b>Customer Name:</b>	Community Development Commission of the County of Los Angeles	
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>SOW Effective Date:</b>	February 28, 2014	<b>Solution Architect:</b> Bob Carapezzi
<b>Version:</b>	1.1	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into this February 28, 2014 (the “**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**”, “**Seller**” and “**we**”) and Community Development Commission of the County of Los Angeles (“**Customer**” and “**you**”).

## PROJECT DESCRIPTION

### PROJECT SCOPE

Provider will provide implementation services at the location set forth in the Exhibit (“Customer Designated Locations”):

Provider’s Consulting Engineer will work closely with Customer to perform the following services:

### SERVICES PROVIDED

A Project Manager is assigned and provides the following:

- Coordinates and facilitates kickoff, status (at agreed upon intervals) and close out calls
- Documents and distributes meeting notes/action items for all calls
- Creates and distributes escalation and contact lists
- Conducts daily status meetings to proactively identify any issues that may arise in order to mitigate risk
- Facilitates any necessary change orders and administrative tasks as necessary
- Monitors project scope and expectations
- Identifies and manages project risks
- Monitors the status and progress of the project and the quality of services
- Communicates at regular intervals as agreed upon
- Acts as the main POC to Customer if requested
- Ensures project timelines, dependencies, budgets and closure are met within the project lifecycle

### PROJECT MANAGEMENT

Provider project manager provides remote project and technical leadership for this engagement and will work with Customer personnel in Customer-designated locations. The project manager directs the tactical activities of Provider personnel associated with this effort. Additionally, this resource liaises directly with Customer project leaders or project office to advise on project status and escalate project issues.

### FIELD IMPLEMENTATION OVERVIEW

An inspection of onsite hardware and software will be conducted by Provider to confirm compliance with Provider application compatibility requirements. The software will be installed, configured, and verified by the parties. The CommServe®, MediaAgent(s), and applicable supporting Library Control Module software will be installed, configured, and

verified by the parties. New storage targets will be configured for the MediaAgents and libraries by the parties and all data paths within the CommCell® will be validated by the parties.

All pertinent iDataAgent modules will be installed and configured on Customer computers. Data movement operations will be scheduled and verified by the parties to validate end-to-end data paths and monitoring functions. Selected data recovery will be verified by the parties. Policies and schedules will be created by the parties.

To facilitate effective knowledge transfer, Provider is expected to be accompanied by Customer staff while services are being provided as outlined in this Statement of Work. Time permitting, while services are being provided, Provider will conduct basic knowledge transfer to familiarize Customer project staff with the Common Technology Engine (CTE) architecture and installed components along with their general configuration and use. This basic knowledge transfer does not replace Provider's Training Services course offerings for any installed components.

Software purchased for future growth, software that cannot be installed due to system/environmental issues not caused by Provider or Customer, or software or system unavailability will be the responsibility of Customer to install and is outside of the scope of this Statement of Work. Provider's implementation scope is limited to the Customer environment as it exists during the implementation as defined by this Statement of Work. Provider shall not be obligated to provide any additional Services with regard to any hardware or software purchased or installed in the future at any in-scope locations after the acceptance date of this Statement of Work. It is beyond the scope of this agreement for Provider to install additional software at a future time unless mutually agreed upon arrangements are made in advance.

## **CTE DEPLOYMENT**

### *CommServe® and Media Agent Installation*

- Complete installation of the Commvault® CommServe® binaries on the designated CommServe
- Complete initial configuration of CommVault software on the CommServe
- Configure the CommServe database
  - Register CommCell® ID
- Configure storage targets
- Install site-appropriate Commvault Service Packs, patches and configure CommServe for automatic updates
- Configure Commvault Media Agent(s)
  - Configure connectivity to storage targets
  - Define storage target(s) to the Commvault Media Agents
- Test local backup and recovery
  - Backup and restore operations for CommServe DR backup
  - Backup and restore operations for test data through the Commvault Media Agent(s)

## **DATA DE-DUPLICATION CONFIGURATION**

Provider will install and configure Commvault De-Duplication as part of Implementation Services. These services cover the implementation and verification of the Single Instance Storage deployment in the environment. Provider and Customer will work together to accomplish the following tasks:

- Validation of Customer's data storage configuration for De-Duplication at the database and magnetic library levels
- Configure the De-Duplication database
- Enable De-Duplication on the Storage Policy
- Configure the De-Duplication Storage Policy
- Verify the De-Duplication deployment
- Configure and test DASH between sites if required by the Solution Design

## **GRIDSTOR™**

Provider will install and configure the GridStor™ software as part of Implementation Services. The GridStor software is designed to provide comprehensive load balancing and failover among storage resources within the Customer environment. These services cover the implementation and verification of GridStor in the environment. Provider and Customer will work together to accomplish the following tasks:

- Define and Configure Shared IndexCache
- Configure additional data paths within Customer-designated Storage Policies that require load balancing and failover
- Configure load balancing and failover properties within Customer designated Storage Policies
- Perform a test backup of a Customer-designated client through Storage Policy configured with GridStor
- Cause failure to show GridStor functionality with Storage Policy
- Perform restore to verify recoverability of client backed up through Storage Policy with GridStor enabled

## **MICROSOFT WINDOWS FILE SYSTEM /iDATAAGENT**

Provider will install and configure Microsoft Windows File System /iDataAgent(s) as part of the Implementation Services. The Microsoft Windows File System /iDataAgent is designed to provide comprehensive load balancing and failover among storage resources within the Customer environment. These services cover the implementation and verification of the Microsoft Windows File System /iDataAgent(s) in the environment. Provider and Customer will work together to accomplish the following tasks:

- Install and Configure Microsoft Windows File System /iDataAgent on Customer designated host or group of hosts
- Configure Microsoft Windows File System /iDataAgent specific settings in accordance with the Solution Design
- Associate Storage Policy with installed Microsoft Windows File System /iDataAgent
- Associate Schedule Policy with installed Microsoft Windows File System /iDataAgent
- Perform test backup of subclient(s) on Customer-designated host or group of hosts
- Perform test restore of a file or folder from a client within the Customer-designated host or group of hosts

## **LAPTOP BACKUP**

Provider will install and configure Laptop Backup /iDataAgent(s) and perform test data protection and recovery. The Provider Laptop Backup /iDataAgent is designed to provide data protection of laptop computers and workstations within the Customer environment. These services cover the implementation and verification of Laptop Backup /iDataAgent(s) in the environment. Provider and Customer will work together to accomplish the following tasks:

- Plan packaging deployment options for remote desktop connections
- Install and Configure the Laptop Backup /iDataAgent on Customer-designated host or group of hosts
- Configure the Laptop Backup /iDataAgent specific settings in accordance with the Solution Design
- Associate Storage Policy with installed Laptop Backup /iDataAgent.
- Associate Schedule Policy with installed Laptop Backup /iDataAgent
- Perform test backup of subclient(s) on Customer-designated host or group of hosts
- Perform test restore of a file or folder from a client within the Customer-designated host or group of hosts
- Review the backup/recovery interface with Customer administrators

## **VIRTUAL SERVER /iDATAAGENT**

Provider will configure the Virtual Server /iDataAgent as part of the Implementation Services. These services cover the implementation and verification of the integrated Provider and Virtual Server /iDataAgent(s) deployment in the environment. Provider and Customer will work together to accomplish the following tasks:

- Verify the ratio of data stores to subclients to identify the distribution of VM data over the number of Proxy Servers allocated for this deployment
- Install the Virtual Server Agent on the VMware vSphere host server
- Configure virtual server instances
- Configure virtual machine discovery rules
- Configure subclients
- Add virtual machines to subclients

**Note:** Requires a pre-installed and fully functioning Virtual Server host server with SAN connectivity

- Test File, Image and Disk (whichever are configured in the Customer environment) Full and differential backups of the virtual machine(s)

## **MICROSOFT EXCHANGE iDATAAGENT**

Provider will install and configure Microsoft Exchange Database iDataAgent(s) as part of the Implementation Services. The Microsoft Exchange Database iDataAgent is designed to provide comprehensive load balancing and failover among storage resources within the Customer environment. These services cover the implementation and verification of the Microsoft Exchange Database iDataAgent(s) in the environment. Provider and Customer will work together to accomplish the following tasks:

### EXCHANGE DATABASE iDATAAGENT

- Install and Configure Microsoft Exchange Database iDataAgent on Customer-designated host or group of hosts
- Configure Microsoft Exchange Database iDataAgent specific settings in accordance with the Solution Design
- Associate Storage Policy with installed Microsoft Exchange Database iDataAgent
- Associate Schedule Policy with installed Microsoft Exchange Database iDataAgent
- Perform test backup of a storage group that is designated by Customer
- Perform a test recovery of the test database backup to a designated recovery location

### EXCHANGE MAILBOX iDATAAGENT

- Install and Configure Microsoft Exchange Mailbox iDataAgent on Customer-designated host or group of hosts
- Configure Microsoft Exchange Mailbox iDataAgent specific settings
- Associate Storage Policy with installed Microsoft Exchange Mailbox iDataAgent
- Associate Schedule Policy with installed Microsoft Exchange Mailbox iDataAgent
- Perform test backup of a mailbox or group of mailboxes designated by Customer
- Perform a test recovery of an item within a mailbox that was included with the test backup group

## **MICROSOFT SHAREPOINT iDATAAGENT**

### SHAREPOINT DATABASE iDATAAGENT

Provider will install and configure the SharePoint Database iDataAgent and perform test data recovery. The Commvault SharePoint Database iDataAgent is designed to provide comprehensive coverage of the SharePoint backup and recovery requirements in the Customer environment. These services cover the implementation and verification of the SharePoint Database iDataAgent(s) in the environment. Provider and Customer will work together to accomplish the following tasks:

- Install and Configure SharePoint Database iDataAgent
  - An account will be needed during installation to configure the SharePoint Database iDataAgent which must have permissions to traverse the entire SharePoint structure. This account will also be used to run the iDataAgent services under Windows
- Associate Storage Policy with installed SharePoint Database iDataAgent

- Associate Schedule Policy with installed SharePoint Database iDataAgent
- Perform test backup of the configured SharePoint Database iDataAgent
- Perform test restore of the configured SharePoint Database iDataAgent

### SHAREPOINT DOCUMENT iDATAAGENT

Provider will install and configure the SharePoint Document iDataAgent and perform test data recovery. The Commvault SharePoint Document iDataAgent is designed to provide comprehensive document-level coverage of the SharePoint Portal Services backup and recovery requirements in the Customer environment. These services cover the implementation and verification of the SharePoint Document iDataAgent(s) in the environment. Provider and Customer will work together to accomplish the following tasks:

- Install and Configure SharePoint Document iDataAgent
  - An account will be needed during installation to configure the SharePoint Document iDataAgent which must have permissions to traverse the entire SharePoint structure. This account will also be used to run the iDataAgent services under Windows.
- Associate Storage Policy with installed SharePoint Document iDataAgent
- Associate Schedule Policy with installed SharePoint Document iDataAgent
- Perform test backup of the configured SharePoint Document iDataAgent
- Perform test restore of a document within the SharePoint document Library

### ACTIVE DIRECTORY iDATAAGENT

Provider will install and configure the Active Directory iDataAgent and perform test data recovery. The Provider Active Directory iDataAgent is designed to provide comprehensive coverage of the Active Directory backup and recovery requirements in the Customer environment. These services cover the implementation and verification of the Active Directory iDataAgent(s) in the environment. Provider and Customer will work together to accomplish the following tasks:

- Install and Configure Active Directory iDataAgent on Customer-designated domain controller
- Configure Active Directory iDataAgent specific settings in accordance with the Solution Design
- Associate Storage Policy with installed Active Directory iDataAgent
- Associate Schedule Policy with installed Active Directory iDataAgent
- Perform test backup of subclient on Customer-designated Domain Controller
- Perform test restore of an object

### **ONEPASS AGENT FOR FILE SYSTEM**

Provider will configure the OnePass for File System iDataAgent(s) and perform test data recovery. These services cover the implementation and verification of the OnePass for File System iDataAgent(s) in the environment. Provider and Customer will work together to accomplish the following tasks:

- Configure OnePass for File System stores (logical) onto storage hardware infrastructure.
  - Define Magnetic Disk Libraries
  - Define Secondary Storage Tiers
- Install and applicable Provider indices, archiving, and retrieval services
- Configure agent specific settings in accordance with the Solution Design
- Configure and test OnePass for File System functionality

### **ONEPASS AGENT FOR MICROSOFT EXCHANGE MAILBOX**

Provider will install and configure OnePass for Microsoft Exchange Mailbox iDataAgent(s) as part of the Implementation Services. The OnePass for Microsoft Exchange Mailbox iDataAgent is a software module responsible for moving Exchange messages, based on policies configured by Customer, on a host computer to secondary storage thereby reducing the size of

data on the primary storage. OnePass Agents reduce the duration of backup windows by reducing the amount of data to be backed up by an iDataAgent. These services address the implementation and verification of the OnePass for Microsoft Exchange Mailbox iDataAgent(s) in the environment. Provider and Customer will work together to accomplish the following tasks:

- Install the OnePass for Microsoft Exchange Mailbox on the Customer-designated host
- Select storage policies for use during install
- Configure sub-clients
- Perform test migrations and recovery of a message within the test migration group

**Note:** Provider cannot and does not make recommendations regarding internal corporate data management and retention policies. The determination and establishment of data retention periods are solely the responsibility of Customer. Provider is not in any way responsible for Customer's data or their compliance with applicable laws and rules. Any guidelines provided to Customer regarding data management and retention periods are for informational purposes only.

## **METRICS REPORTING SERVER**

Provider will install and configure the Metrics Reporting Server as part of Implementation Services. The Metrics Reporting Server software is an automated reporting system that helps Customer monitor all of the CommCell computers in Customer's organization on Provider's secure cloud site or Customer's private cloud site. These services cover the implementation and verification of the Metrics Reporting Server software in the environment. Provider and Customer will work together to accomplish the following tasks:

- Install and configure Metrics Reporting Server on the CommServe
- Define and schedule reporting and data collection tasks within Metrics Reporting Server in accordance with the solution design
- Demonstrate access to the cloud site to access reports

## **RESIDENT SUPPORT ENGINEER**

The Provider Resident Support Engineer ("RSE") offering is designed to ensure that an installed Provider solution continues to meet service level agreements based on Customer's functional, operational, and business requirements. A skilled Provider support engineer is provided to monitor and support the day-to-day operations of the Provider solution for Customer. The Provider RSE offering provides support in any, or all, of the following activities:

- System Administration Services
- Schedule and Monitor Backups
- Monthly/Quarterly Review of Backup Strategies
- Customer assistance with Restore Strategies and Procedures
- Media Management Support for Provider Solutions
- Ongoing Knowledge Transfer
- Provider-specific issues support escalations
- Assist Provider Support Team with Provider issue resolution by providing onsite access to Customer systems and personnel
- Provide Customer with a Provider-trained systems operator administering Provider software

## **REMOTE ASSISTANCE SERVICE**

The Provider Remote Assistance Service provides Customer with dedicated offsite engineering per day assistance for remote question and answer sessions, product and feature overview, and general assistance based on Customer information and assistance requirements. This service is delivered by an offsite professional services engineer. This service offering generally requires:

- Customer participation to facilitate remote connectivity to the CommCell® components



- Customer participation to gain value and experience based on the work completed by the Provider engineer

Remote Assistance Services are delivered following the performance of onsite services and are not intended to be used as additional contiguous service days for an onsite deployment.

## CUSTOMER RESPONSIBILITIES

1. Customer will identify specific personnel authorized to engage onsite engineering support for Provider. Based on instruction from such personnel, Provider will coordinate and complete onsite engineering services.
2. Customer is responsible for the policy and strategic implementation decisions, such as setting control parameters, data movement schedules and data retention rules.
3. The tasks to be performed in this Statement of Work cannot be properly performed without Customer's active involvement and assistance.
4. Customer is solely responsible for:
  - a. The protection of its legacy data during the performance of the services, to include such tasks as the management of offsite media storage, provision of scheduling for restore / disaster recovery Testing;
  - b. Any policy and strategic implementation decisions, such as data retention rules.
5. Provider will use all reasonable efforts to facilitate the engagement; completing tasks consecutively and without undue interruption. Once Provider and Customer have agreed to, and scheduled, the tasks to be performed under this Statement of Work, any failure of Provider to perform the tasks for which Provider is responsible that is caused, either directly or indirectly, by Customer's failure to have sufficient resources available or to provide prompt and reasonable assistance on the agreed to engagement date(s), will result in additional costs and / or alternate scheduling of resources to complete such tasks. Provider will make reasonable efforts to mitigate these costs, including making reasonable efforts to provide advance notice if Provider expects to experience downtime.
6. Customer agrees to provide resources necessary to facilitate this engagement. Customer acknowledges that the success of this engagement is dependent upon completion of these tasks and any delays in completing these tasks may adversely impact the engagement's outcome. Provider, upon prior written notice to and consultation with Customer, reserves the right to delay or postpone the Services if, for any reason, these Customer site is not prepared for onsite engineering, and this lack of preparation adversely impacts the engagement's outcome.
7. Customer will provide a dedicated Customer Technical Resource is requested to work with the Consulting Engineer during the course of the work completed.
8. Customer will provide all necessary documentation (scripts and logins) that relate to the access of each server and / or workstation involved in this project;
9. Supply a designated work area for the Consulting Engineer, to include a desk, chair, telephone, and network access (guest or local) and login;
10. Customer will supply Data Center access to the Consulting Engineer in the form of a swipe card, escort, or keyed access to the server room(s) in each Data Center location;
11. Customer will complete Provider's Pre-Engagement Questionnaire as electronically provided to Customer's Primary project contact. Services are not scheduled until this online Questionnaire is completed and returned to Provider.
12. Prior to the start of any services associated with this engagement, the Consulting Engineer will complete an initial validation of the environment to confirm engagement readiness. This review will be completed offsite;
13. Customer personnel, only, will complete the following outlined tasks:
  - a. Storage Target (disk / tape) connectivity per Provider specifications available at documentation.Provider.com at each Data Center location for connection to the Provider MediaAgent(s);
  - b. Server HBA installation for Provider MediaAgent(s);
  - c. Physical connection of tape and disk devices to the MediaAgent(s) at each Data Center;
  - d. Installation of tape media in tape libraries / drives AND / OR formatting of disk volumes associated with Provider Magnetic Libraries at each site;
  - e. Provision of Domain Administrator access to the CommServe(s), MediaAgent(s), iDataAgent(s) at each Data Center.

14. All network-related issues for Customer's primary LAN / WAN network will be remanded to Customer's Network Administration group for resolution.

## PROJECT ASSUMPTIONS

1. Provider project management tasks will be performed remotely.
2. There are no known gross defects with the media and hardware associated with the solution proposed by Provider.
3. Customer will have contracted for hardware installation support or have completed the effort of upgrading or installing new high performance equipment in support of the new Commvault environment. Customer agrees this work will be completed prior to the start of any software integration effort associated with this engagement.
4. All applicable site preparation has been performed prior to the installation of any new software and hardware components in each site. This includes, but is not limited to local and Wide Area Network access, electrical requirements cabling and appropriate service area floor space. These infrastructure elements for this project remain the responsibility of Customer.
5. Customer will provide Provider with a formal request for resources, through contact with the Account Manager, If any new, unique project that may arise during the course of the completion of this engagement;
  - a. **Example:** Requirement to format and provide access to SAN-attached or network-attached storage and zoning of said storage to MediaAgent(s) is a new, unique project.
6. Provider cannot be responsible for delays in the provision of the defined services stemming from lack of access to host(s), Data Center(s), or personnel deemed critical to the completion of the engagement. Substantial delays in effort will be noted by the Consulting Engineer to Customer's designated Project Contact and appropriate Provider management; and,
7. Customer's designated Project Contact will be responsible for ensuring the availability of its personnel to be in attendance through the course of this engagement to ensure knowledge transfer from the Consulting Engineer to its technical and operations personnel;
  - a. **Note:** Knowledge transfer is specific to CommVault software functionality. Knowledge transfer regarding hardware functionality (disk array GUI, library CAPs, etc.) are outside the scope of this engagement.
8. Each day of service provided to Customer in the completion of services outlined in this SOW is a unique and individually recognizable event to be signed-off on by Customer and recognized using one or more of Provider's Billable Activity Record(s) ("CBAR(S)"), attached as Exhibit A.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**"). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 1).

The Total Estimated Services Fees of \$45,750.05 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 41 nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 1 – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Installation Core Configuration – Per Day	\$2,587.50	5	\$12,937.50
Remote only Professional Services – Per Day	\$1,656.00	5	\$8,280.00
Project Manager – Per Hour	\$155.25	15	\$2,328.75
Resident Support Engineer – 2 weeks – Per Item	\$14,490.00	1	\$14,490.00
Travel Expenses – Per Day	\$467.50	5	\$2,337.50
Onsite Resident Support Engineer – Per Day	\$537.63	10	\$5,376.30
<b>Estimated Totals</b>		<b>41</b>	<b>\$45,750.05</b>

The rates presented in Table 1 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

## EXPENSES

Seller will invoice Customer for Seller’s reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

## PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("**Customer Components**").
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right to invoice Customer for any time Seller's thereby idled or reassigned personnel would have spent on the project (calculated according to the rates specified under Professional Services Fees).
3. Seller may invoice Customer for any additional or different services prompted by Customer's inability to timely provide the Customer Components.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer will maintain the confidentiality of all Seller personnel information.
6. When Services are performed at a Customer-Designated Location, the site will be secure; Seller is not responsible for lost or stolen equipment.
7. Either Party have the right to terminate this SOW upon at least fourteen (14) days' advance written notice to the other Party.
8. CUSTOMER ACKNOWLEDGES THAT THE SERVICES TO BE PROVIDED HEREUNDER WILL NOT CUSTOMIZE OR ALTER THE VALUE OR FUNCTIONALITY OF THE SOFTWARE PRODUCTS LICENSED FROM PROVIDER AND NO DEVELOPMENT ACTIVITY WILL BE INCLUDED AS PART OF THESE SERVICES. ACCEPTANCE OF THE SOFTWARE LICENSES AND PAYMENT OF ANY LICENSE FEES OR MAINTENANCE FEES DUE IN CONNECTION WITH THE PURCHASE OF A LICENSE FOR THE PRODUCTS ARE NOT CONTINGENT UPON THE PERFORMANCE BY PROVIDER OF THE SERVICES. Any references to pilots, projects, function and acceptance tests, deliverables, enhancement and customization tasks and any other like terms, shall solely be in the context of the delivery of professional services and shall not have a bearing on the separate and unconditional acceptance of software.

# SOW TERMS AND CONDITIONS

## CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person. The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available.

The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of receipt. Any objections to an invoice must be made to the Seller Contact Person within fifteen (15) days after the invoice date.

## EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date written on its cover page, and then signed by Seller, except as otherwise agreed by Seller.

## CHANGE ORDERS

This SOW may be modified or amended only in a writing drafted by Seller, generally in the form provided by Seller and signed by both Customer and Seller ("**Change Order**"). Each Change Order will be of no force or effect until signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date on its cover page and then signed by Seller, except as otherwise agreed by Seller.

In the event of a conflict between the terms and conditions set forth in a fully-executed Change Order and those set forth in this SOW or a prior fully-executed Change Order, the terms and conditions of the most recent fully-executed Change Order shall prevail.

## MISCELLANEOUS AND SIGNATURES

This SOW shall be governed by the City of Tucson Contract for Informational Technology Solutions Including desktops, notebooks, servers, software, peripherals and services with CDW Government LLC administered by National IPA dated the 18th day of August, 2013 (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

In acknowledgement that the parties below have read and understood this SOW and agree to be bound by it, each party has caused this SOW to be signed and transferred by its respective authorized representative.

### **CDW Government LLC**

By: \_\_\_\_\_  
*signature*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

#### ***Mailing Address:***

200 N. Milwaukee Ave.  
Vernon Hills, IL 60061

### **Community Development Commission of the County of Los Angeles**

By: \_\_\_\_\_  
*signature*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

#### ***Mailing Address:***

Street: \_\_\_\_\_  
City/ST/ZIP: \_\_\_\_\_

#### ***Billing Contact:*** \_\_\_\_\_

Street: \_\_\_\_\_  
City/ST/ZIP: \_\_\_\_\_

- ☐ A purchase order for payment under this SOW is attached.  
☐ A purchase order is not required for payment under this SOW.

Seller Services Manager \_\_\_\_\_

## EXHIBIT A.

COMMVAULT BILLABLE ACTIVITY REPORT(CBAR)	
CUSTOMER NAME:	
SALES ORDER NUMBER:	SELECT SKUS THAT APPLY: ( ) IC-CONSDEP ( ) IC-CONSADV ( ) BC-RSE-10 ( ) BC-RSE-20
DATE OF COMPLETION (Last Workday):	CUSTOMER PROJECT #:

Day	Date	Consulting Engineer	Work Site / Site Contact
Day 1			
Day 2			
Day 3			
Day 4			
Day 5			
Day 6			
Day 7			
Day 8			
Day 9			
Day 10			
			Total Number of Days:

Customer Acceptance
The signature below confirms that the above total number of days have been delivered to the agreed upon level of quality and completion by the listed Consulting Engineer. I am authorized to accept this effort as complete.

Client:	
Print Name	Print Title
Signature	Date

## EXHIBIT B.

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Table 2 – Customer-Designated Locations

Location(s)	Service(s)		
Community Development Commission of the County of Los Angeles Site 1 700 W. Main St Alhambra, CA 91801	<input type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design	<input checked="" type="checkbox"/> Implementation <input type="checkbox"/> Project Management <input checked="" type="checkbox"/> Staff Augmentation	<input type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work





## SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DZKN624	1112784	1/17/2014

**BILL TO:**  
COMMUNITY DEVELOPMENT  
COMM.  
700 W. MAIN STREET

**SHIP TO:**  
COMMUNITY DEVELOPMENT COMM.  
Attention To: MARYANN ROBLES  
700 W. MAIN STREET

Accounts Payable  
ALHAMBRA , CA 91801

ALHAMBRA , CA 91801  
Contact: MARYANN  
ROBLES 626.586.1725

Customer Phone #626.586.1725

Customer P.O. # COMMVault QUOTE

## ACCOUNT MANAGER

TONY KANE 877.811.5745

## SHIPPING METHOD

ELECTRONIC  
DISTRIBUTION

## TERMS

Request Terms

## EXEMPTION CERTIFICATE

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2464829	COMMVault SMB DATA MGT STARTER BUN Mfg#: SB-C-ADM-CELL Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	15,234.00	15,234.00
8	2455713	COMMVault ARCHIVE CONTENT STOR BUN Mfg#: SB-C-DAE-1T-A Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	3,351.48	26,811.84
40	2528231	COMMVault APP DATA MGMT CAP BUN Mfg#: SB-C-DP-ADM-1T-C Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	3,412.42	136,496.80
10	1626438	COMMVault INSTRUCTOR LED TRAIN/DAY Mfg#: TR-CREDIT-RS Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	806.50	8,065.00
1	1605426	COMMVault SUP & MNT SUB >10K\$ <30K\$ Mfg#: S-PREMIUM->10K <30K Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	32,137.65	32,137.65
SUBTOTAL				218,745.29
FREIGHT				0.00
TAX				0.00

US Currency

**TOTAL** 218,745.29

CDW Government  
230 North Milwaukee Ave.  
Vernon Hills, IL 60061

Fax: 847.990.8244

**Please remit payment to:**

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

**FEE SCHEDULE  
FOR  
COMMVAULT BACKUP SOLUTION  
(Software and Professional Services)**

The Contractor services are based on the stages outlined in the SOW for Architecture Design Service - #REQ21327 and Implementation Services - #REQ21329.

Line	Part Number	Description	Quantity	Unit Price	Extended Price
<b>Quote # DZKN624</b>					
<b>Software</b>					
1	SB-C-ADM-CELL	Simpana Data Management starter bundle for new CLA ADM customer. This bundle provides 3TB of Data Protection ADM capacity and 3TB of DAE capacity to a new CommCell site configuration. Additional SB-C-DP-ADM-1T (TB) protection capacity or SB-C-DAE-1T can be purchased normally to scale-out the environment. (Sold as fixed set of capacity, no Tiering, limit 1 per customer)	1	\$15,234.00	\$15,234.00
2	SB-C-DP-ADM-1T-C	Application Data Mgmt (ADM) capacity bundle used in a dedicated CommCell for TB-based CLA customers; it cannot be combined with other CLA backup editions in the same cell. This provides 1TB (FET) of the ADM Protection-Enterprise capacity for a CommCell offering unlimited MediaAgent, File System, Virtual Machine (VSA) and ApplicationClass1 clients matched with Enterprise class infrastructure features (Deduplication, Intellisnap and Encryption); purchase additional TB quantity to meet your Cell needs. Additional client types or other features can be purchased separately and applied to the ADM CLA cell, but all backup jobs will be scored as ADM TB usage. This edition can be upgraded to the full edition DP Enterprise capacity by purchasing the upgrade option. The cell can be combined with additional purchases of Data Archive or Search capacity. (Sold per Terabyte of Front-End Protection Size, Tiered Volume price)	40	\$3,412.42	\$136,496.80
3	SB-C-DAE-1T-A	This bundle provides full rights to use all Email, File and SharePoint Archive agents supported by the Data Archive Enterprise edition feature pack including the OnePass methods based on 1TB of archived data capacity. This includes Enterprise usage for any deduplication or encryption features. Capacity usage is measured based on the front-end/Application Size of all active data archive jobs available on the CommCell.	8	\$3,351.48	\$26,811.84

The cell(s) allow installation of any combination of included agents and features up to the maximum client size limits on the cell. All jobs retained in an active OnePass cycle, ObjectLink policy or Legal Hold policy will be added to the Data Archive FET capacity. (Sold per Terabyte of Front-End Archive Size, Tiered Volume price)

			<b>Software Total</b>		<b>\$178,542.64</b>
<b>Support &amp; Maintenance Subscription<sup>1</sup></b>					
4	S-Premium	Notification of software updates, product fixes and related enhancements. 24 hour access to the CommVault Technical Assistance Center (including holidays). Quarterly reports.	1	\$32,137.65	\$32,137.65
			<b>Support &amp; Maintenance Subscription Total</b>		<b>\$32,137.65</b>
<b>Training</b>					
5	TR-CREDIT	Unit of Instructor-Led Training. Courses conducted in Public Facility or via WebEx require one (1) training credit per training day per student. See web site for course descriptions, schedules and training credit requirements.	10	\$806.50	\$8,065.00
			<b>Training Total</b>		<b>\$8,065.00</b>
<b>Statement of Work # REQ21327 (Architecture Design Service)</b>					
<b>Professional Services</b>					
6	FXTRVL-CONS	<i>Travel and Expenses – Per Day</i> Fixed Price Travel Expenses - fixed price per day per consultant	2	\$467.50	\$935.00
7	IC-CONS-AR	<i>Remote Deployment of Simpana – Per Day</i> Remote Deployment of Simpana Oracle, SAP, or Db2Price is Per-Day	1	\$2,277.00	\$2,277.00
8	IC-CONS-BB	<i>Remote only Professional Services – Per Day</i> REMOTE ONLY PS Services for US, Canada, EMEA, UK and ANZ	7	\$1,656.00	\$11,592.00
9	IC-CONSDEP	<i>Installation Core Configuration – Per Day</i> Consulting on and core product configuration for MSFT databases and applications, file systems, deduplication, replication	3	\$2,587.50	\$7,762.50
10	IC-CONSPM	<i>Project Manager – Per Hour</i> Project Management Services - Price per hour; offsite only	8	\$155.25	\$1,242.00
			<b>Professional Services Total</b>	<b>21</b>	<b>\$23,808.50</b>
<b>Statement of Work # REQ21329 (Implementation Services)</b>					
<b>Professional Services</b>					
11	FXTRVL-CONS-RSE	<i>Onsite Resident support Engineer – Per Day</i> Resident Support Engineer - Enter Fixed Price quantity as 10 for RSE-10 or 20 for RSE-20 for RSE T&E	10	\$537.63	\$5,376.30
12	FXTRVL-CONS	<i>Travel and Expenses – Per Day</i> Fixed Price Travel Expenses - fixed price per day per consultant	5	\$467.50	\$2,337.50
13	IC-CONS-AR	<i>Remote only Professional Services – Per Day</i>	5	\$1,656.00	\$8,280.00

		Remote Deployment of Simpana Oracle, SAP, or Db2Price is Per-Day			
14	IC-CONSDEP	Consulting on and core product configuration for MSFT databases and applications, file systems, deduplication, replication	5	\$2,587.50	\$12,937.50
15	IC-CONSPM	<i>Project Manager – Per Hour</i> Project Management Services - Price per hour; offsite only	15	\$155.25	\$2,328.75
16	BC-RSE-10	<i>Resident Support Engineer – Per Day</i> Resident Support Engineer – 2 week Engagement Multiple day rate (10 days during Normal business hours)	1	\$14,490.00	\$14,490.00
<b>Professional Services Total</b>			<b>41</b>		<b>\$45,750.05</b>
17		Subtotal			\$288,303.84
18		Tax			\$0.00
19		Shipping & Handling			\$0.00
20		State Environmental Fee			\$0.00
21		<b>Year 1 Purchase Price Total</b>			<b>\$288,303.84</b>
<b>Renewal Support and Maintenance Subscription</b>					
<b>Year 2</b>					
22	S-Premium	Notification of software updates, product fixes and related enhancements. 24 hour access to the CommVault Technical Assistance Center (including holidays). Quarterly reports.	1	\$32,137.65	\$32,137.65
<b>Year 3</b>					
23	S-Premium	Notification of software updates, product fixes and related enhancements. 24-hour access to the CommVault Technical Assistance Center (including holidays). Quarterly reports.	1	\$32,137.65	\$32,137.65
<b>Year 4</b>					
24	S-Premium	Notification of software updates, product fixes and related enhancements. 24-hour access to the CommVault Technical Assistance Center (including holidays). Quarterly reports.	1	\$32,137.65	\$32,137.65
<b>Year 5</b>					
25	S-Premium	Notification of software updates, product fixes and related enhancements. 24-hour access to the CommVault Technical Assistance Center (including holidays). Quarterly reports.	1	\$32,137.65	\$32,137.65
26		<b>Year 2 - Year 5 Renewal Support Total</b>	<b>4</b>	<b>\$32,137.65</b>	<b>\$128,550.60</b>
27		<b>YEAR 1-5 PROCUREMENT TOTAL</b>			<b>\$416,854.44</b>
<b>Contingency</b>					
<b>10% of Total Contract Amount</b>					
28					<b>\$41,685.44</b>

<sup>1</sup> Cost for year 2 through year 5 support and maintenance will remain at the same cost, \$32,137.65 per year.

<b>Total Contract Summary</b>	
Year 1 Purchase Price Total	\$288,303.84
Year 2 through Year 5 Renewal Support and Maintenance	\$128,550.60
10% Contingency	\$41,685.44
<b>Total Contract</b>	<b>\$458,539.88</b>

**Important:** The resource allocation, timeline, and cost structure above are based on the current information the Contractor has on Commission requirements and situation.